



REPUBLIC OF KENYA

**MINISTRY OF AGRICULTURE AND LIVESTOCK DEVELOPMENT
STATE DEPARTMENT FOR CROP DEVELOPMENT**

**P.O. Box 30028-00100,
Kilimo House, Cathedral road, Nairobi
NAIROBI**

**TENDER FOR PURCHASE OF AGRICULTURAL MACHINERY AND EQUIPMENT
FOR NEW PROGRESSIVE FARMERS COOPERATIVE SOCIETY IN UASIN
GISHU COUNTY**

FINANCIAL YEAR: 2023-2024

CLOSING DATE: 8TH NOVEMBER, 2023

TIME: 11:00 AM (EAST AFRICAN TIME)

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SECTION I INVITATION TO TENDER

TENDER NO.: MOALD/ SDCD /ENG / SAM/01/2023 - 2024

TENDER NAME: Purchase of Agricultural Machinery and Equipment for New Progressive Farmers' Cooperative in Uasin County

- 1.1 **The Principal Secretary, State Department for Crop Development, Ministry of Agriculture and Livestock Development** Invites sealed bids from eligible candidates for **Supply of agricultural machinery and Equipment.**
- 1.2 Interested eligible candidates may obtain further information from **supplier portal www.kilimo.go.ke** and inspect the tender documents at **Ministry of Agriculture and Livestock Development, State Department for Crops Development** during normal working hours.
- 1.3 Interested bidders may download the bid documents from the Ministry's website www.kilimo.go.ke or IFMIS portal: supplier.treasury.go.ke free of charge.
- 1.4 Tenderers shall be required to submit a Tender / Bid Security of **KShs.250, 000 (Kenya Shillings One Hundred Thousand Only)** payable in bankers' cheque or cash to the **Principal Secretary, Ministry of Agriculture, Livestock Development, State Department for Crop Development** or a bid bond from a **Commercial Bank / Eligible Insurance Company** in the format provided in the Tender Documents to remain in force for a period of One Hundred and Fifty (150) days from the closing/opening date of the tender.
- 1.5 Completed tender documents enclosed in plain sealed envelopes clearly marked with Tender name and Number must be deposited in the Tender Box at address below or to be posted to address below so as to be received on or before **8th November, 2023 at 11.00 am East African time.**

**Ministry of Agriculture and Livestock Development
State Department for Crop Development
Cathedral Road
P.O. Box 300028-00100
Nairobi, Kenya
Tel: + 254-20-2718870/9
Fax: +254-20-2711149
E-mail: psagriculture@kilimo.go.ke**
- 1.6 Prices quoted should be net inclusive of all taxes, delivery costs and must be expressed in Kenya Shillings and shall remain valid for one **Hundred and Twenty (120) days** from the closing/opening date of the tender
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Ministry of Agriculture, Livestock Development, State Department for Crops Development.**

**HEAD, SUPPLY CHAIN MANAGEMENT
FOR: PRINCIPAL SECRETARY
STATE DEPARTMENT FOR CROPS DEVELOPMENT.**

SECTION II

- INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

2.4 Contents of Tender Documents

- 2.4.1 The tender document comprises the documents listed below and addendum issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender

- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire (S.33)

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the Source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components: -

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) Tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner;

- (i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and

2.10.1 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.2 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for

Period of Two (2) year, following commencement of the use of the goods by the Procuring entity; and

- (c) a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security Kshs. 250,000.00 for each Tender.

2.14.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

Submission of Tenders

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) Be addressed to the following address:
Principal Secretary,
State Department for Crop Development,
P.O. Box 30028-00100,
Kilimo House, Cathedral road, Nairobi
NAIROBI
 - (b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **8th November, 2023, at 11.00 am East African Time.**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than, **8th November, 2023 at 11.00 am East African Time.**

2.18.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

Opening and Evaluation of Tenders

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **8th November, 2023 at 11.00 am East African Time** and in the location specified in the Invitation to Tender.

2.20.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.4 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to **paragraph 22**.

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account:

- (a) in the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:

- (a) delivery schedule offered in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

- (c) the cost of components, mandatory spare parts, and service:
- (d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied:

The tenders will be evaluated by means of a standard three-stage process.

1st stage (1) the specifications of proposed machinery /equipment offered by each tenderer will be examined and compared with the tender specifications.

At stage (2), technically responsive tenders will be evaluated according to a standard points system. The system being applied to identify the tender/s which is/are most advantageous to the Government, taking into account such factors as spares availability, after sales service, concurrence with Chief Engineer's recommendation for the performance of the agricultural machinery under local conditions.

In total, under technical evaluation, the maximum points will be 60 as explained under Tender Evaluation Procedure.

It is recommended that any bid scoring forty-five (45) points i.e. seventy five (75) percent or more in the technical evaluation be considered for commercial evaluation.

TENDER EVALUATION PROCEDURE

(a) COMPLIANCE WITH TECHNICAL REQUIREMENTS

The specifications of equipment offered by the bidders will be examined and compared with the requirement's specifications.

Detailed examination will be done for all items / requirements specified and whether or not (and to what extent) each bid complies with the requirements.

Certain deviations from the required specification are negatively detrimental to the performance (or capacity) or efficient operation of the machinery / item/equipment concerned. Deviations of this type are classified as major deviations. Bids with one or more major deviations from the requirement will be in all cases rejected as technically non-responsive. However, deviations which do not negatively affect the performance or efficient operation of the machinery/equipment will not result in rejection of the bid but the bidder will lose a point(s) for every minor deviation.

(b) BID EVALUATION

A point system will be used to rate all the technically responsive bidders with the maximum score being 60 marks distributed as below.

(i) Technical compliance - Maximum 30 points

For every minor deviation the bidder loses a point(s).

(ii) Spare parts availability - Maximum 10 points

Any bidder with proven dealership across the country scores a maximum of 10 points.

(iii) Workshop facilities and after sales service - maximum 5 points

A maximum of 5 points will be awarded to any bidder with proven workshop facilities.

iv) Performance rating- maximum 5 points

Takes into account fuel consumption, and how a particular item is likely to perform under local conditions based on past experience

(v) Warranty - maximum 5 points

Warranty to be supported by a letter of authorisation from the manufacturer. Manufacturers will earn a maximum of 5 points. Bidders with warranty/authorisation letters from manufacturers /assemblers will earn 4 points. General agents will earn 2 points

(vi) Concurrence with machinery and equipment standardization - maximum 2 points.

This takes into consideration the makes and models of machinery and equipment which are already operating within the country. The points were awarded as follows:

(a) The makes and models recommended in the standardisation of machinery and equipment for Government use - two (2) points.

(b) Where the make is in the recommended Government machinery but the model is not - 1 points.

(c) Make and model not in the recommended Government machinery - 0.

(vii) Dealership - maximum 3 points

Considering whether the bidder is a franchise holder, agent or appointed dealer, the marks will be awarded as follows.

Franchise holder - 3 marks

Appointed agents or dealer - 2 marks

General dealer - 1 mark

Stage Three: Financial Evaluation

FINANCIAL EVALUATION

The technically qualified bidders with a score of over 75% shall have their prices compared to determine the lowest evaluated bid. Bids within the market rates shall be recommended for award.

2.25 Preference

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 Subject to paragraph 10, 23 and 28 the Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

(d) Procuring entity's Right to Accept or Reject Any or All Tenders

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph

2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- a. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.31.4 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

Section III - General Conditions of Contract

Table of Clauses

- 3.1 Definitions
- 3.2 Application
- 3.3 Country of Origin
- 3.4 Standards
- 3.5 Use of Contract documents and information
- 3.6 Patent Rights
- 3.7 Performance security
- 3.8 Inspection and Tests
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- 3.10 Delivery and documents
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- 3.14 Assignments
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- 3.16 Termination for default
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- 3.18 Resolution of Disputes
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- 3.20 Force Majeure

Section III - General Conditions of Contract

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of goods.

3.3 Country of Origin

3.3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof; or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to

any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

3.5.3 Any document, other than the Contract itself; enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

3.6 Patent Rights

3.5.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country.

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance Security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring entity may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Goods' delivery.
- 3.8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

3.11 Insurance

- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract

3.12 Payment

- 3.12.1 Payments shall be made promptly by Government Ministries, Departments or Institutions upon delivery of items procured through purchase orders by the respective entities.

3.13 Prices

- 3.13.1 Prices shall be net inclusive of all taxes and no variation of prices; except in the case of variation of taxes or other charges payable to the Government.
- 3.13.2 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.3 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.4 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.5 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14 Assignment

- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.15 Subcontracts

- 3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for Default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:
- (a) if the tenderer fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract.
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar Goods.

3.17 Liquidated Damages

3.17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed goods up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

Section IV - Special Conditions of Contract

4.0 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.1 The participating tenderer is expected to furnish the Procuring Entity with the following documents / information **pursuant to clause 2.12 of the Instructions to Tenderers**: -

- (a) Valid Trade License/s, copies to be attached
- (b) Reliable communication services e.g. fixed line telephone, fax, P.O. Box etc.
- (c) Evidence of past performance – copies of local purchase orders (LPOs) from established organizations to be attached, if any.
- (d) The Tenderer **MUST** possess a Certificate of Incorporation or Certificate of Registration of Business Name, Copy **MUST** be attached.
- (e) The Tenderer **MUST** possess a valid Value Added Tax (VAT) Certificate and PIN No.,
- (f) Copies **MUST** be attached.
- (g) Valid Tax compliance certificate, Copies **MUST** be attached.
- (h) Copy of Registration Certificate from the Insurance Regulatory Authority for candidates using insurance guarantee as tender security.
- (i) Sample / Technical Brochure or Catalogue **MUST** be submitted for each item offered.

4.2 **Form of Tender and confidential business questionnaire MUST** be dully filled by the applicant / an authorized representative.

4.4 Tenderers shall be required to furnish a Tender / Bid Security of **KShs. 250 ,000 (Kenya Shillings One Hundred Thousand Only)** to the **Principal Secretary, Ministry of Agriculture and Livestock Development, State Department for Crop Development** or a bid bond from **a Commercial Bank / Eligible Insurance Company** in the format provided in the Tender Documents to remain in force for a period of **One Hundred and Fifty (150) days** from the closing date of the tender.

4.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **One Hundred and Twenty (120) days** from the closing date of the tender.

4.6 Original manufacturers' brochures containing technical data must accompany all equipment quoted. Web site download will not be acceptable unless they are original manufacturer's PDF format. Samples **MUST** be submitted to Supplies Branch's Procurement Office a day before the tender closing date.

4.7 Tenderers shall be required to provide evidence of financial stability for at least three years. These should be in form of Audited Financial Statements and / or Bank Statements. Failure to submit the evidence may render the tender non-responsive.

4.8 Tenderers shall be required to submit their offers in a set of two copies each one marked “ORIGINAL OFFER” and the other “COPY OF OFFER”. The original and copy shall be sealed in separate envelopes duly marked as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in one plain unmarked outer envelope bearing only the tender number pursuant to clause 2.16 of the Instructions to Tenderers.

4.10 Delivery

Delivery shall be on “as and when required” basis to Ministries / Departments & Institutions. (See clause 10 of the General Conditions of Contract)

4.11 Payment

This being a tender for the supply of agricultural machinery to the Government / Departments & Institutions for from the date of Contract Signing, respective Ministries / Departments & Institutions shall pay directly to the contractor on receipt of goods ordered, which in any case shall be within 45 days of receipt. (See clause 3.12 of the General Conditions of Contract)

4.12 Goods supplied against the contract proceeding from this procurement shall be fully insured against loss, damage incidental to manufacture or acquisition, transportation, storage and delivery to the tune of 110% of the contract value and the procuring entity will not be liable for any damage or loss prior to delivery (See clause 3.11 of the General Conditions of Contract).

4.13 Successful tenderers shall be required to submit a performance security of 10% of the contract value on receipt of a letter of notification of award.

4.14 Prices quoted **SHALL BE IN KENYA SHILLINGS** and should include all costs of shipment and handling until the goods are actually received at the respective Procuring Entity’s premises.

4.15 TENDERERS ARE REQUIRED TO ENSURE THAT ALL PAGES OF THEIR TENDER DOCUMENTS ARE PROPERLY SERIALIZED AND STAMPED / SIGNED AND THE DOCUMENT SHOULD BE PROPERLY BOUND. LOOSE TENDER DOCUMENTS WILL BE DECLARED NON RESPONSIVE.

4.16 Blacklisted and suspended firms are not eligible for this procurement.

4.17 Each tenderer must attach to the tender document a copy of the official receipt issued from the cash office for the purchase of the tender document.

4.18 TENDERERS ARE ADVISED TO QUOTE THEIR BID PRICES IN THE ORIGINAL PRICE SCHEDULE PROVIDED IN THIS TENDER DOCUMENT. INTRODUCTION OF A PRICE SCHEDULE DIFFERENT FROM THE ONE PROVIDED IN THIS DOCUMENT IN SECTION (VI) WILL LEAD TO DISQUALIFICATION.

4.19 All items to be supplied must be properly marked, or imprinted **GOK**.

4.20 Tenderers shall not change the technical specifications specified in section (V) of this tender document.

4.21 Test Runs, Training of Procuring entity's staff

The successful bidder, or his local service organization or Agent, will, after the delivery of the Bid items at the delivery point, assist the procuring entity and furnish the necessary instructions in relation to the test running and commissioning of the Bid items.

The successful tenderer will furnish assistance in the training of operator and maintenance staff for the bid items. This shall be considered as after sales service.

4.22 The tenderers (applicants) shall be required to prepare and submit TECHNICAL DATA SHEET FORM for each item quoted showing how it has met the requirements outlined in this Tender Document. FAILURE TO SUBMIT THIS IMPORTANT DOCUMENT TO THE PROCURING THE ENTITY WILL LEAD TO DISQUALIFICATION.

4.23 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1 Performance security	<i>This shall be 10% of the contract value.</i>
3.10.1 Delivery of goods	<i>The delivery period for the goods shall be within a period of 30 days and not exceeding 45 days on placing an LPO unless specifically indicated by the respective procuring entity..</i>
3.12.1 Terms of payment	<i>Payment shall be made after full delivery of goods as prescribed in the LPO.</i>
3.13.1 Prices	<i>The prices offered shall be fixed for the period stated in the Tender Invitation.</i>
2.25.1 Preference	<i>Preference where allowed in the evaluation of tenders shall not exceed 15% for local companies and 30% for preference groups</i>
4.15	<i>Tenderers are required to ensure that all pages of their tender documents are properly serialized and stamped / signed and the document should be properly bound. Loose tender documents will be declared non responsive</i>

2.24.5.E.(i) <u>Technical compliance</u>
(ii) <u>Spare parts availability</u>
(iii) <u>Workshop facilities and after sales service</u>
(iv) <u>Performance rating</u>
(v) <u>Manufacturer's warranty</u>
(vi) <u>Concurrence with vehicle and plant standardisation</u>
(vii) <u>Dealership</u>

(viii) Environmental compatibility

SECTION V - PRICE SCHEDULE FOR GOODS

Supply of walking tractor and other agricultural machinery
(THIS BID FORM TO BE FILLED BY ALL TENDERERS)

Name of tenderer _____

Tender Number _____

Page ____ of _____

PURCHASE OF AGRICULTURE MACHINERY AND EQUIPMENT FOR NEW PROGRESSIVE FARMERS COOPERATIVE IN UASIN GISHU

N O.	Tender No.	Item Description	Quantity	Rate(Unit Price) KES	Total Cost- KES
1	MOALD/SDCD/ENG/SAM/01/2023 -2024	Agricultural(Farm) Tractor – 90 Horse Power(HP)	1		
2	MOALD/SDCD/ENG/SAM/01/2023 -2024	Agricultural(Farm) Tractor - 60 Horse Power(HP)	1		
3	MOALD/SDCD/ENG/SAM/01/2023 -2024	Three(3) Tine Chisel Plough	2		
4	MOALD/SDCD/ENG/SAM/01/2023 -2024	Conservation Agriculture Boom Sprayer	1		
5	MOALD/SDCD/ENG/SAM/01/2023 -2024	Conservation Agriculture Multi – Crop Planter	2		
6	MOALD/SDCD/ENG/SAM/01/2023 -2024	Tipping Trailer, 7 tons.	1		
7	MOALD/SDCD/ENG/SAM/01/2023 -2024	Tractor Drawn Corn Cob Harvester	2		
8	MOALD/SDCD/ENG/SAM/01/2023 -2024	Digital weighing balance(Machine)	2		

10	TOTAL COST(KES)				

Signature of Tenderer

(Authorized Official):

Name
Note: Actual Item Quantities have no Contractual Obligation.

Signature

Date

M

SECTION VI - TECHNICAL SPECIFICATIONS

6.1 General

6.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

6.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in the specifications. Deviations from the basic requirements,if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

6.1.4 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

TECHNICAL SPECIFICATIONS PARTICULARS

(See a set sheets of technical specifications attached at the back of this document)

TENDERER'S NAME _____
TENDER NO: _____ ITEM NO: _____ QTY: __
DESCRIPTION: AGRICULTURAL TRACTOR, 4x4, 90 Horse Power(Hp)

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
MAKE		_____
MODEL		_____
COUNTRY OF ORIGIN		_____
MANUFACTURER'S LITERATURE AND SPECIFICATIONS SUPPLIED	Mandatory	_____(Y/N)

1. GENERAL

a) A Standard production, 4x4, tractor of latest	Yes	_____(Y/N)
--------------------------------------------------	-----	------------

TENDERER'S NAME _____
TENDER NO: _____ ITEM NO: _____ QTY: ____
DESCRIPTION: AGRICULTURAL TRACTOR, 4x4, 90 Horse Power(Hp)

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
design, in current production.		
b) Production date	2020	
b) Supplied new.	Yes	_____(Y/N)
c) Designed to export specifications, capable of operating in tropical conditions.	Yes	_____(Y/N)
d) Suitable for use with all range of agricultural implements and for towing trailers.	Yes	_____(Y/N)
e) To be able to perform the following functions:- i)Trailer towing	Yes	_____(Y/N)
ii) Subsoiling, Ploughing, harrowing , planting spraying, harvesting, rotovation,	Yes	_____(Y/N)
iii) Running of any auxiliary power unit through the PTO.	Yes	_____(Y/N)
f) A letter of authorisation from the manufacturer confirming the following :- i) Warranty ,aftersales service, technology transfer/training	Yes	_____(Y/N)
ii) Country/Site/ where the models are produced.	Yes	_____(Y/N)

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a) Overall length.	3,800-4,200 mm	_____mm
b) Overall width.	1,700-1,900 mm	_____mm
c) Overall height.	2,400-2,600 mm	_____mm
d) Wheelbase.	2,000-2,300 mm	_____mm
e) Operating weight.	2,800-4,000 Kg	_____Kg
f) Ground clearance, min.	400 mm	_____mm

TENDERER'S NAME _____
TENDER NO: _____ ITEM NO: _____ QTY: __
DESCRIPTION: AGRICULTURAL TRACTOR, 4x4, 90 Horse Power(Hp)

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
g) Turning radius, max.	4,500 mm	_____mm

3. ENGINE

a) Make	specify	_____
b) Model	specify	_____
c) Country of origin	specify	_____
d) Engine performance curves supplied.	Yes	_____(Y/N)
e) Engine type, Diesel, 4 stroke, Water cooled.	Yes	_____(Y/N)
f) Piston displacement.	3,900 - 4,500cc	_____cc
g) Number of cylinders.	4	_____No.
h) Rated power output /rated rpm.	95-100HP/2200-3000rpm	_____HP/ _____rpm
I) Rated Torque, min; rpm.	300NM/1400-2000rpm	_____NM/ _____rpm
j) Engine aspiration, natural/turbocharged	specify	_____
k) Air filter, disposable/oil bath	specify	_____
l) Oil and fuel filter	Disposable	_____
m) Foot accelerator pedal and hand throttle fitted.	Yes	_____(Y/N)
n) Average fuel consumption at a) on half load b) on full load	specify	_____ _____
o) Fuel tank capacity, min.	65	_____Lt
p) External location exhaust manifold muffler	Yes	_____(Y/N)

4. CLUTCH, TRANSMISSION AND P.T.O.

a) Clutch, dry single/dual plate, diaphragm type	specify	_____
b) Hydraulic, clutch actuation	Yes	_____(Y/N)

TENDERER'S NAME _____
TENDER NO: _____ ITEM NO: _____ QTY: ____
DESCRIPTION: AGRICULTURAL TRACTOR, 4x4, 90 Horse Power(Hp)

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
c) Manual, fully synchromesh gearbox	Yes, Yes	_____(Y/N)
d) Total speeds, min	8F/2R	_____
e) P.T.O., rear fitted.	Yes	_____(Y/N)
f) P.T.O. speed	540rpm 1100rpm	.....rpm.....rpm
g) PTO shaft diameter	35mm	_____mm
h) No. of splines on shaft	6no.	_____no.
I) P.T.O. guard fitted	Yes	_____(Y/N)
j) Drive configuration	4x4	_____
k) Front axle drive engagement	specify	_____

5. HYDRAULICS AND LINKAGES

a) Standard direct driven hydraulic pump.	Yes	_____(Y/N)
b) lift capacity, min.	1800 Kg	_____Kg
c) Three point linkage, with additional hitch points for backhoe attachment	Yes, Yes	_____(Y/N)
d) category II hitch point	Yes	_____(Y/N)
e) Lift arms lateral check chains	Yes	_____(Y/N)
f) Implement height position and draft sensing controls	Yes, yes	_____(Y/N)
g) self sealing hydraulic couplings supplied	Yes	_____(Y/N)
h) Trailer hitch point linkage to be pin type	Yes	_____(Y/N)

6. REAR AXLE, BRAKES AND TYRES

a) Hydraulic, independent brake system.	Yes	_____(Y/N)
-----------------------------------------	-----	------------

TENDERER'S NAME _____
TENDER NO: _____ ITEM NO: _____ QTY: ____
DESCRIPTION: AGRICULTURAL TRACTOR, 4x4, 90 Horse Power(Hp)

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
b) Brake type	specify	_____
c) Mechanical parking brake.	Yes	_____
c) With diff-lock.	Yes	_____
d) Locally available dual purpose (agricultural/transport) tyres	Yes	_____(Y/N)
e) Tyre tread to be self cleaning lug type	Yes	_____(Y/N)
g) Optimum rim sizes		
Front	22-26 inch	-----
Rear	28-38 inch	-----

7. STEERING, MUDGUARDS AND SEAT

a) Power steering	Yes	_____(Y/N)
b) heavy duty type mudguards	Yes, Yes	_____(Y/N)
c) Driver' s seat cushioned, bucket type, adjustable	Yes, Yes, Yes	_____(Y/N)
d) weatherproof, hard wearing upholstery	Yes/Specify Material	_____
e) Roll over protection safety frame.	Yes	_____(Y/N)
f) Sunproof canopy fitted.	Yes Specify material	_____

8. ELECTRICAL SYSTEM AND INSTRUMENTS

a) Engine to start only when fully declutched.	Yes	_____(Y/N)
b) System voltage/negative earth	12V	_____V
c) Battery capacity.	specify	_____AH
d) 2 head, 2 flasher (both front and rear), brake lights, plough lights and horn and any other requirements to conform to Kenya Traffic Act.	Yes	_____(Y/N)
e) Dash board mounted gauges and warning lights for charging, fuel, water temperature, engine oil pressure, parking brake, tachometer and	Yes	_____(Y/N)

TENDERER'S NAME _____
TENDER NO: _____ ITEM NO: _____ QTY: ____
DESCRIPTION: AGRICULTURAL TRACTOR, 4x4, 90 Horse Power(Hp)

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
hourmeter.		

9. EQUIPMENT (ACCESSORIES) ETC

a) Robust front grille	Yes	_____(Y/N)
b) Standard front and/rear mounted weights sets	Yes	_____(Y/N)
Front weights, min	100 Kg	
Rear weights, min.	100 Kg	
c) Manufacturer's standard tool kit supplied	Yes	_____(Y/N)
d) Hydraulic jack, wheel spanner to be supplied	Yes	_____(Y/N)

10. WARRANTY

a) Specimen of tractor warranty to be submitted when tendering	Yes	_____(Y/N)
b) Each tractor to carry manufacturers statement of warranty	Yes	_____(Y/N)
c) Tractor warranty , min.	1year or 1000 hrs	Years/hrs
d) Warranty against corrosion, min	Specify	Years

11. OTHER REQUIREMENT

a) Tractor to be registered by the NTSA	Yes	_____(Y/N)
b) Tractor to be inspected by the Chief Mechanical, Chief Engineer (MOALF) prior to delivery to the user.	Yes	_____(Y/N)
c) Firm's Status: (Manufacturer/Franchise holder/ Dealer/Agent)	Specify	_____
d) Availability of spares, workshop and technical personnel.	Spares: To include but not limited to service parts, clutch plates, brake linings, tie rods, wheel bearings, bulbs, fuses etc.	----- ----- ----- -----

TENDERER'S NAME _____		
TENDER NO: _____	ITEM NO: _____	QTY: ____
DESCRIPTION: AGRICULTURAL TRACTOR, 4x4, 90 Horse Power(Hp)		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
	workshop: To include but not limited to service area (min. 100 m ² , plant toolbox, crane, trolley jack etc	----- ----- ----- -----
	Workshop personnel: To include but not limited to floor supervisor, certificate mechanics	----- ----- ----- -----
e) Dealer outlets in the following towns; (Names and addresses of dealers/agents indicating the location of the workshops facilities).	Nairobi, Coast, Central rift, North rift, Western, Mt. Kenya, Lake region.	----- ----- ----- -----
f) Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes	_____(Y/N)

12. MANUALS

a) All literature in English Language	Yes	_____(Y/N)
b) Repair manual supplied	One per Tractor	_____(Y/N)
c) Parts catalogue supplied	One per Tractor Yes	_____(Y/N)
d) Driver's handbook and service schedule supplied	One per Tractor Yes	_____(Y/N)

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TENDERER'S NAME _____
TENDER NO: _____ ITEM NO: _____ QTY: _____
DESCRIPTION: AGRICULTURAL TRACTOR, 4x2, 55-60HP

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
MAKE	-	_____
MODEL	-	_____
COUNTRY OF ORIGIN	-	_____
MANUFACTURER'S LITERATURE AUTHORITY AND SPECIFICATIONS SUPPLIED	Yes	_____(Y/N)

1. GENERAL

a) A Standard production, 4x2, tractor of latest design, in current production.	Yes	_____(Y/N)
b) Production date		
c) Supplied new.	Yes	_____(Y/N)
d) Designed to export specifications, capable of operating in tropical conditions.	Yes	_____(Y/N)
e) Suitable for use with all range of agricultural implements and for towing trailers.	Yes	_____(Y/N)
f) To be able to perform the following functions:- i)Trailer towing	Yes	_____(Y/N)
ii) Subsoiling, Ploughing, harrowing , planting spraying, harvesting, rotovation,	Yes	_____(Y/N)
iii) Running of any auxiliary power unit through the PTO.	Yes	_____(Y/N)
g) A letter of authorisation from the manufacturer confirming the following :- i) Warranty ,aftersales service, technology transfer/training	Yes	_____(Y/N)
ii) Country/Site/ where the models are produced.	Yes	_____(Y/N)

TENDERER'S NAME _____
TENDER NO: _____ ITEM NO: _____ QTY: __
DESCRIPTION: AGRICULTURAL TRACTOR, 4x2, 55-60HP

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
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2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a) Overall length.	3,400-4,000mm	_____mm
b) Overall width.	1,400-1,900mm	_____mm
c) Overall height.	2,000-2,600mm	_____mm
d) Wheelbase.	2,000-2,300mm	_____mm
e) Operating weight.	2,000-3,000Kg	_____Kg
f) Ground clearance, min.	300mm	_____mm
g) Turning radius, max.	4000mm	_____mm

3. ENGINE

a) Make	-	_____
b) Model	-	_____
c) Country of origin	-	_____
d) Engine performance curves supplied.	Yes	_____(Y/N)
e) Engine type, Diesel, 4 stroke, Water cooled.	Yes	_____(Y/N)
f) Piston displacement, approx.	2,500 - 3,500cc	_____cc
g) Number of cylinders.	4	_____No.
h) Rated power output /rated rpm.	55-60HP/2000-3000rpm	_____HP/ _____rpm
I) Rated Torque (rpm), min.	200-235NM/1400-2000rpm	_____ NM/ _____rpm
j) Engine aspiration, natural/turbocharged	specify	_____
k) Air filter, disposable/oil bath	specify	_____
l) Oil and fuel filter	Disposable	_____
m) Foot accelerator pedal and hand throttle fitted.	Yes	_____(Y/N)

TENDERER'S NAME _____
TENDER NO: _____ ITEM NO: _____ QTY: __
DESCRIPTION: AGRICULTURAL TRACTOR, 4x2, 55-60HP

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
n) Average fuel consumption at a) on half load b) on full load	specify	_____ _____
o) Fuel tank capacity, min.	55	_____ Lt
p) External location exhaust manifold muffler	Yes	

4. CLUTCH AND TRANSMISSION, P.T.O. etc

a) Clutch, dry single/dual plate, diaphragm type	specify	_____
b) Clutch actuation	Specify	_____
c) Synchronesh Gearbox	Specify	_____
d) Total speeds, min	8F/2R	_____
e) P.T.O., rear fitted.	Yes	_____(Y/N)
f) P.T.O. speed	540rpm	rpm
g) PTO shaft diameter	35mm	_____mm
h) No. of splines on shaft	6no.	_____no.
I) P.T.O. guard fitted	Yes	_____(Y/N)
j) Drive configuration	4x2	_____

5. HYDRAULICS AND LINKAGES

a) Standard direct driven hydraulic pump.	Yes	_____(Y/N)
b) lift capacity, min.	Specify	.....
c) Three point linkage, with category II hitch point, Lift arms lateral check chains	Yes	_____(Y/N)
d) Implement height position and draft sensing controls	Yes, yes	_____(Y/N)
e) self sealing hydraulic couplings supplied	Yes	_____(Y/N)
f) Trailer hitch point linkage to be pin type		

TENDERER'S NAME _____
TENDER NO: _____ ITEM NO: _____ QTY: ____
DESCRIPTION: AGRICULTURAL TRACTOR, 4x2, 55-60HP

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
	Yes	_____(Y/N)

6. REAR AXLE, BRAKES AND TYRES

a) Independent Brake system.	Specify	_____
b) Brake type	specify	_____
c) Mechanical parking brake.	Yes	_____
d) With diff-lock.	Yes	_____
e) Locally available dual purpose (agricultural/transport) tyres	Specify	_____
f) Tyre tread to be self cleaning lug type	Yes	_____(Y/N)
g) Optimum rim sizes		
Front	Specify	-----
Rear	Specify	-----

7. STEERING, MUDGUARDS AND SEAT

a) power steering	specify	_____(Y/N)
b) heavy duty type mudguards	Yes, Yes	_____(Y/N)
c) Driver' s seat cushioned, bucket type, adjustable	Yes, Yes, Yes	_____(Y/N)
d) weatherproof, hard wearing upholstery	Yes/Specify Material	_____
e) Roll over protection safety frame.	Yes	_____(Y/N)
f) Sunproof canopy fitted.	Yes specify	_____

8. ELECTRICAL SYSTEM AND INSTRUMENTS

a) Engine to start only when fully declutched.	Yes	_____(Y/N)
b) System voltage/negative earth	12V	_____ V
c) Battery capacity, approx.	specify	_____ AH

TENDERER'S NAME _____		
TENDER NO: _____	ITEM NO: _____	QTY: ____
DESCRIPTION: AGRICULTURAL TRACTOR, 4x2, 55-60HP		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
d) 2 head, 2 flasher (both front and rear), brake lights, plough lights and horn and any other requirements to conform to Kenya Traffic Act.	Yes	_____(Y/N)
f) Dash board mounted gauges and warning lights for charging, fuel, water temperature, engine oil pressure, parking brake, tachometer and hourmeter.	Yes	_____(Y/N)

9. EQUIPMENT (ACCESSORIES) ETC

a) Robust front grille	Yes	_____(Y/N)
b) Standard front and/rear mounted sets	Yes	_____(Y/N)
Front weights, min Rear weights	Specify Specify	..........
c) Manufacturer's standard tool kit supplied	Yes	_____(Y/N)
d) Hydraulic Jack, Wheel spanner, to be supplied,	yes	_____Y/N_

10. WARRANTY

a) Specimen of tractor warranty to be submitted when tendering	Yes	_____(Y/N)
b) Each tractor built to carry manufacturers statement of warranty	Yes	_____(Y/N)
c) Tractor warranty , min.	1 year or 1000hrs	Years/hrs
d) Warranty against corrosion, min	Specify	Years

11. OTHER REQUIREMENT

a) Must be certified for sale in OECD countries	Mandatory	.....Y/N
b) Tractor to be registered by the NTSA	Yes	_____(Y/N)
c) Tractor will be inspected by the Chief Mechanical Chief Engineer (MOALF) and Transport Engineer, prior to delivery to the user.	Yes	_____(Y/N)

TENDERER'S NAME _____		
TENDER NO: _____	ITEM NO: _____	QTY: ____
DESCRIPTION: AGRICULTURAL TRACTOR, 4x2, 55-60HP		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
d) Firm's Status: (Manufacturer/Franchise holder/ Dealer/Agent)	Specify	_____
Availability of spares, workshop and technical personnel.	Spares: To include but not limited to service parts, clutch plates, brake linings, tie rods, wheel bearings, bulbs, fuses etc.	----- ----- ----- -----
	workshop: To include but not limited to service area (min. m ² , plant toolbox, crane, trolley jack etc	----- ----- ----- -----
	Workshop personnel: To include but not limited to floor supervisor, certificate mechanics,	----- ----- ----- -----
e) Proof of dealer outlets in all the following region for the last five (5) years; (Names and addresses of dealers/agents indicating the location of the workshops facilities).	Mandatory Nairobi, Coast, Central rift, North rift, Mt. Kenya, Lake region.	----- ----- ----- ----- -----
f) Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes	_____(Y/N)
g) Proof of sale and registration of at least 500 pieces of the make sold in the last five (5) years ending December 2022 in Kenya	Mandatory	.....Y/N

12 MANUALS

a) All literature in English Language	Yes	_____(Y/N)
b) Repair manual supplied	One per Tractor	_____(Y/N)

TENDERER'S NAME _____		
TENDER NO: _____	ITEM NO: _____	QTY: ____
DESCRIPTION: AGRICULTURAL TRACTOR, 4x2, 55-60HP		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
c) Parts catalogue supplied	One per Tractor Yes	_____(Y/N)
d) Driver's handbook and service schedule supplied	One per Tractor Yes	_____(Y/N)

TENDERER'S NAME _____		
TENDER NO: _____	ITEM NO: _____	QTY: ____
DESCRIPTION: 3TINE CHIESEL PLOUGH		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIRED	TENDERER'S
Make	specify	

TENDERER'S NAME _____		
TENDER NO: _____	ITEM NO: _____	QTY: ____
DESCRIPTION: 3TINE CHIESEL PLOUGH		

TENDERER'S SPECIFICATION Column to be completed by ALL

Model	specify	
Country of origin	Specify	
Manufacturer's literature and specifications supplied along with this tender.	Yes (MANDATORY)	(Y/N)

1. GENERAL

a)	A Standard production agricultural tractor operated chisel plough made in conformity with the current agriculture conditions, latest design, in current production.	Yes	_____(Y/N)
b)	Supplied new.	Yes	_____(Y/N)
c)	Designed to export specifications, capable of operating in tropical soils and conditions.	Yes	_____(Y/N)

2. PERFORMANCE, DIMENSIONS, WEIGHTS.

a)	Matched power	90-100 Hp	____Hp
b)	Type.	mounted	_____
c)	No. of tines, min	3 No	____No
d)	Max. working depth, min.	400 mm	_____mm
e)	Working width.	1,200-1,700 mm	_____mm
f)	Space between bottoms	600-1000 mm	_____mm
g)	Chiesel share width, min.	4''	_____inch
h)	Total weight.min.	200kg	_____kg

3. EQUIPMENT (ACCESSORIES) ETC

a)	To be mounted on tractor 3 point hitch	Yes	_____(Y/N)
b)	Plough to have depth wheel	Yes	_____(Y/N)
c)	Manufacturers tools kit supplied	Yes	_____(Y/N)

TENDERER'S NAME _____		
TENDER NO: _____	ITEM NO: _____	QTY: ____
DESCRIPTION: 3TINE CHIESEL PLOUGH		

TENDERER'S SPECIFICATION Column to be completed by ALL

d) Any other equipment that manufacturer deems necessary for optimum efficiency of the implements	Specify	_____
---------------------------------------------------------------------------------------------------	---------	-------

4. WARRANTY

a) Each implement to carry manufacturers statement of warranty	Yes	_____(Y/N)
b) Implement warranty, min.	12 months	_____months
c) Warranty against corrosion, min	Specify	_____Years

5. OTHER REQUIREMENT

a) The Chief Mechanical, Chief Engineer (MOALF) will inspect Implements prior to shipping and delivery to the user.	Yes	_____(Y/N)
b) Firm's Status: (Manufacturer/Franchise holder/ Dealer/Agent), attach proof thereof	Specify, Mandatory	_____
c) Names and locations of dealers/agents where back-up service can be obtained.	Specify	----- ----- ----- ----- -----
d) Availability of spares	Indicate dealers who stock spare parts	----- ----- ----- ----- -----

6. MANUALS

a) All literature in the English Language	Yes	_____(Y/N)
b) Operators handbook and service schedule supplied	One per implement, Yes	_____(Y/N)

TENDERER'S NAME _____
TENDER NO: _____ ITEM NO: _____ QTY: ____
DESCRIPTION: CONSERVATION AGRICULTURE BOOM SPRAYER

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
Make	Specify	
Model	Specify	
Country of origin	Specify	
Manufacturer's literature and specifications supplied along with this tender.	Yes (MANDATORY)	(Y/N)

1. GENERAL

a)	A Standard production lateral boom sprayer made in conformity with the current agriculture conditions, latest design, in current production, marketed in Kenya.	Yes	_____(Y/N)
b)	Supplied new.	Yes	_____(Y/N)
c)	Designed to export specifications, capable of operating in tropical soils and conditions. Designed to meet medium and small field requirements.	Yes	_____(Y/N)

2. DIMENSIONS, WEIGHTS, PERFORMANCE.

a)	Matched power	95-100 Hp	_____Hp
b)	Type.	Tractor mounted	_____
c)	Tank capacity, approx.	1000 lt	-----lt
d)	No. of nozzles, min	30 No.	-----No.
e)	Boom length	50,000 mm	-----mm
f)	Boom height range	1000 – 2000 mm	-----mm
g)	Pump delivery rate, min.	140 lts/min	----- lts/min.
h)	Fitted with pump, suitable pressure regulator and gauges.	Yes	_____(Y/N)
i)	Tubular section in stainless steel lateral boom to be foldable.	Yes mechanically / hydraulically driven	_____(Y/N) -----
j)	To have a rinse tank	Yes	_____(Y/N)

TENDERER'S NAME _____
TENDER NO: _____ ITEM NO: _____ QTY: __
DESCRIPTION: CONSERVATION AGRICULTURE BOOM SPRAYER

TENDERER'S SPECIFICATION Column to be completed by ALL

k)	To have a wash tank	Yes	_____(Y/N)
l)	Tank made of pesticide /agrochemicals resistant material.	Yes	_____(Y/N)
m)	Fitted with a suitable agitator.	Yes Mechanical/hydraulic	-----Y/N -----
n)	To have Controlled Traffic GPS system/weed seeker device.	Yes	_____(Y/N)
o)	weight of equipment	1,200 kg	-----Kg

3. EQUIPMENT (ACCESSORIES) ETC

a)	Manufacturers complete tool kit supplied	Yes	_____(Y/N)
b)	Comprehensive list of standard and specialized tools to be supplied with the sprayer.	Specify	_____
d)	Any other item that manufacturer deems necessary for optimum efficiency of the implements	Specify	_____

4. WARRANTY

a)	Each sprayer to carry manufacturers statement of warranty	Yes	_____(Y/N)
b)	Sprayer warranty, min.	Specify	Years

5. OTHER REQUIREMENT

a)	The Chief Mechanical, Chief Engineer (MOALF) will inspect Implements prior to delivery to the user.	Yes	_____(Y/N)
b)	Firm's Status: (Franchise holder/ Dealer/Agent), attach proof thereof	Specify	_____
c)	Names and locations of dealers/agents where back-up service can be obtained.	Specify	----- ----- -----

TENDERER'S NAME _____		
TENDER NO: _____	ITEM NO: _____	QTY: ____
DESCRIPTION: CONSERVATION AGRICULTURE BOOM SPRAYER		

TENDERER'S SPECIFICATION Column to be completed by ALL

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6 MANUALS

a)	All literature in the English Language	Yes	_____(Y/N)
b)	Repair manual supplied	One per machine Mandatory	_____(Y/N)
c)	Parts catalogue supplied	One per machine Mandatory	_____(Y/N)
d)	Operators handbook and service schedule Supplied	One per machine	_____(Y/N)

TENDERER'S NAME _____		
TENDER NO: _____	ITEM NO: _____	QTY: ____
DESCRIPTION: CONSERVATION AGRICULTURE MULTI-CROP PLANTER		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
Make	Specify	
	Specify	

TENDERER'S NAME _____		
TENDER NO: _____	ITEM NO: _____	QTY: __
DESCRIPTION: CONSERVATION AGRICULTURE MULTI-CROP PLANTER		

TENDERER'S SPECIFICATION Column to be completed by ALL

Model		
Country of origin	Specify	
Manufacturer's literature and specifications supplied along with this tender.	Yes (MANDATORY)	(Y/N)

1. GENERAL

a)	A Conservation Agriculture (CA) planter, latest design, in current production, marketed in Kenya which can be used for planting maize, beans, sunflower, cow peas etc.	Yes	_____(Y/N)
b)	Supplied new and unused.	Yes	_____(Y/N)

2. DIMENSIONS, WEIGHTS AND PERFORMANCE.

a)	Matched power	95-100 Hp	____ Hp
b)	Volume of each seed box, min.	100 Kg	____ Kg
c)	planting width, min.	9000 mm	_____ mm
d)	No. of rows, adjustable	specify	_____ mm
e)	Row spacing range, min.	400-900 mm	_____ mm
f)	Working field capacity	4.0- 7.0 Ha/hr	_____ Ha/hr
g)	Net weight approx.	1,000-1,500 Kg	_____ Kg
h)	To have 2 no. Pneumatic tyres.	Yes	_____(Y/N)
i)	To have rust resistant,differential fertilizer hoppers (e.g fibreglass).	Yes	_____(Y/N)
j)	To have a heavy duty coulter with bio blade, spring type	Yes	_____(Y/N)
k)	To have residue remover, furrow opener and fill back mechanism.	Yes	_____(Y/N)

TENDERER'S NAME _____		
TENDER NO: _____	ITEM NO: _____	QTY: __
DESCRIPTION: CONSERVATION AGRICULTURE MULTI-CROP PLANTER		

TENDERER'S SPECIFICATION Column to be completed by ALL

1)	To have Controlled Traffic GPS system.	Yes	_____(Y/N)
----	----------------------------------------	-----	------------

3. EQUIPMENT (ACCESSORIES) ETC

a)	Manufacturers complete tools kit supplied	Yes	_____(Y/N)
b)	Comprehensive list of standard and specialized tools to be supplied with the Equipment.	Specify	_____
c)	Any other equipment that manufacturer deems necessary for optimum efficiency of the Equipment.	Specify	_____

4. WARRANTY

a)	Each Equipment to carry manufacturers statement of warranty	Yes	_____(Y/N)
b)	Equipment warranty, min.	Specify	Years

5. OTHER REQUIREMENT

a)	The Chief Mechanical, Chief Engineer (MOALF) and Transport Engineer will inspect Equipment prior to delivery to the user.	Yes	_____(Y/N)
b)	Firm' s Status: (Franchise holder/ Dealer/Agent), attach proof thereof	Specify	_____
c)	Names and locations of dealers/agents where back-up service can be obtained.	Specify	-----

6 MANUALS

a)	All literature in the English Language	Yes	_____(Y/N)
b)	Repair manual supplied	One per machine	_____(Y/N)
c)	Parts catalogue supplied	One per machine	_____(Y/N)
d)	Operators handbook and service schedule	One per machine	_____(Y/N)

TENDERER'S NAME _____		
TENDER NO: _____	ITEM NO: _____	QTY: __
DESCRIPTION: CONSERVATION AGRICULTURE MULTI-CROP PLANTER		
TENDERER'S SPECIFICATION Column to be completed by ALL		
Supplied		

TENDERER'S NAME _____		
TENDER NO: _____	ITEM NO: _____	QTY: __

DESCRIPTION: TIPPING TRAILER, 7 TON**TENDERER'S SPECIFICATION Column to be completed by ALL**

SPECIFICATION	REQUIREMENT	TENDERER'S
MAKE	Specify	_____
MODEL	Specify	_____
COUNTRY OF ORIGIN	Specify	_____
MANUFACTURER'S LITERATURE, DRAWINGS AND SPECIFICATIONS SUPPLIED	Yes	_____(Y/N)

1. GENERAL

a)	An all steel body, tipping, tractor towed trailer suitable for transportation of farm produce, both on road and off road.	Yes	_____(Y/N)
b)	Supplied new.	Yes	_____(Y/N)

2. DIMENSIONS AND PERFORMANCE

a)	Matching tractor power	95-100Hp	_____Hp
b)	Weight carrying capacity, min.	7,000 Kg	_____Kg
c)	Carriage length, approx.	3,500 mm	_____mm
d)	Carriage width, approx.	2,000 mm	_____mm
e)	Carriage height, approx.	1,000 mm	_____mm
f)	Weight, approx.	2000 Kg	_____kg
g)	Bed sheet gauge	Gauge 10	_____
h)	Side sheet gauge	Gauge 12	_____
i)	Rear tail gate to have hinges	Yes	_____(Y/N)
j)	Main chassis	175 x 75mm channel	_____mm
k)	Sub chassis	75 x 40mm channel	_____mm
l)	Anti-rust paint finish	Yes	_____(Y/N)
m)	With single axle, dual tyres	Yes	_____(Y/N)
n)	Tyre rim diameter	16-22"	_____inch
o)	Locally available tyres	Yes	_____(Y/N)
p)	Fitted with mechanical parking brake.	Yes	_____(Y/N)

TENDERER'S NAME _____
TENDER NO: _____ ITEM NO: _____ QTY: __
DESCRIPTION: <u>TIPPING TRAILER, 7 TON</u>

TENDERER'S SPECIFICATION Column to be completed by ALL

	SPECIFICATION	REQUIREMENT	TENDERER'S
q)	A stand with locking pin to be fitted to underside of drawbar for hitching even on soft ground	Yes	_____(Y/N)
r)	Tipping mechanism to use tractor hydraulics to operate the piston.	Yes	_____(Y/N)
s)	To be tipping at the rear		
t)	Chevrons and reflectors to fitted to comply with the Kenya traffic regulations	Yes	_____(Y/N)

3. WARRANTY

a)	Each trailer supplied should carry a statement of warranty.	Yes	_____(Y/N)
b)	Trailer warranty min.,	12 months	.....months

4. OTHER REQUIREMENTS.

a)	Trailer to be inspected by the Chief Mechanical and Chief Engineer (MOALF), during all the stages of construction, for compliance with the Technical specifications prior to delivery to user.	Yes	(Y/N)
b)	Trailer to be inspected (by Certifying officer, Vehicle inspection Centre) for compliance with Traffic Act prior to delivery to user.	Yes	(Y/N)
c)	Trailer to be registered with the registrar of motor vehicles.	Yes	(Y/N)

TENDERERS NAME
TENDER NO. _____ ITEM NO. _____ QTY: __
DESCRIPTION: <u>TRACTOR DRAWN CORN COB HARVESTER</u>

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
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MAKE	Specify	_____
MODEL	Specify	_____
COUNTRY OF ORIGIN	Specify	_____
MANUFACTURER'S LITERATURE AND SPECIFICATIONS SUPPLIED	Yes	_____(Y/N)

1. GENERAL

a) A standard production, Tractor drawn corn cob harvester of latest design, in robust construction, made in conformity with the current agriculture conditions and regulations, in current production	Yes	_____(Y/N)
b) Supplied new.	Yes	_____(Y/N)
c) Designed to export specifications, capable of operating in tropical conditions.	Yes	_____(Y/N)
d) Suitable for harvesting corn cob etc.	Yes	_____(Y/N)
e) Any other item necessary for the efficient operation of this equipment not included in this spec. to be supplied.	Yes	_____ (Yes/No)

2. DIMENSIONS AND WEIGHTS

a) Dimensions L*W*H	5700 mm x 1850 mm x 2900 mm	----- mm
b) Weight excluding cutter bar, including straw chopper.	3300 kg	-----kg

4 BRAKES, TYRES AND SUSPENSIONS

a) Brakes, hydraulic-pneumatic assisted	Yes	----- (Y/N)
b) Mechanical parking brake to act on rear wheels	Yes	----- (Y/N)
c) Tyre sizes.	Specify	-----
d) Tyres locally available	Yes	----- Yes/No

5 ELECTRICAL SYSTEM AND INSTRUMENTS

a) System voltage, negative earth.	12V, Yes	-----
------------------------------------	----------	-------

b)	Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.	Yes	----- Yes/No
c)	Full lighting to conform to Cap403 Sec23-Kenya Traffic Act	Yes	----- Yes/No
6 EQUIPMENT ETC			
a)	Hydraulic(telescopic) jack, wheel brace and Manufacturer's standard tools supplied.	Yes	----- Yes/No
b)	Any other equipment (or accessories) supplied.	Specify	-----
7 CORN HARVESTING HEAD			
a)	Cutting width,	3000 mm	-----mm
b)	With multi-finger intake auger	Yes	-----Yes/No
c)	With hydraulic reverser	Yes	----- Yes/No
d)	Horizontal reel speed adjustment, electro-hydraulic	Specify	----- Yes/No
9 SECONDARY SEPARATION SYSTEM			
a)	No. of straw walkers. minimum.	3 No.	-----No
b)	No. of straw walker steps. minimum.	3 No	-----No
c)	Cob collection using gunny bags option	Yes	.....Y/N
10 MANUALS			
a)	All literature in the English language	Yes	_____(Y/N)
b)	Repair Manual, supplied.	Yes	_____(Y/N)
c)	Parts catalogue supplied.	Yes	_____(Y/N)
d)	Operator's manual/handbook/service schedule supplied	Yes	_____(Y/N)

11. OTHER REQUIREMENTS		
a)	Machine warranty minimum.	12 months -----months
b)	Trailed harvester to conform to Kenya traffic act Cap. 403 and have a certificate from the vehicle inspection unit	Yes ----- Y/N
c)	To be inspected by the Chief Mechanical and Chief Engineer (MOALF) prior to delivery to the user.	Yes -----Y/N
d)	Equipment to be registered with the registrar of motor Vehicles.	Yes -----Y/N
e)	Franchise holder (representative in Kenya) If not, specify relationship with franchise holder.	Yes -----Y/N Specify whether agent or dealer -----Y/N
f)	Availability of spares	Indicate motor Vehicle / Equipment dealers who stock spare parts.
g)	Names and addresses of dealers/agents where backup service can be obtained indicating the location of the Workshops facilities.	Specify

TENDERER'S NAME _____
TENDER NO: _____ ITEM NO: _____ QTY: ____
DESCRIPTION: Digital Weighing Machine

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
Make	specify	
Model	specify	
Country of origin	specify	(Y/N)
Manufacturer's literature and specifications supplied along with this tender.	Yes (Mandatory)	(Y/N)

1. GENERAL

a)	Weighing upto 150 kgs with an electronic digital dial and switch.	Yes	_____(Y/N)
b)	Supplied new.	Yes	_____(Y/N)

2. PERFORMANCE.

a)	Production Capacity (Output)	150kg	.....kg
b)	Power	220v	.....v

3. DIMENSIONS

a)	Length	Specify	.....mm
b)	Working width	Specify	.....mm
c)	Height	Specify	.....mm

4. ACCESSORIES

a)	Manufacturer's standard tool kit supplied.	Yes	_____(Y/N)
b)	Comprehensive list of standard and specialized tools to be supplied with the machine.	Yes	_____Y/N
c)	Any other item that manufacturer deems necessary for optimum efficiency of the machine.	Specify	_____

TENDERER'S NAME _____		
TENDER NO: _____	ITEM NO: _____	QTY: __
DESCRIPTION: Digital Weighing Machine		

TENDERER'S SPECIFICATION Column to be completed by ALL

5. WARRANTY

a)	Each machine to carry manufacturers statement of warranty	Yes	_____(Y/N)
b)	Warranty, min.	12 months	.....months

6. MANUALS

a)	All literature in English Language	Yes	_____(Y/N)
b)	Repair manual/CD supplied	One per machine	_____(Y/N)
c)	Parts catalogue/CD supplied	One per machine	_____(Y/N)
d)	Operators handbook and service schedule Supplied	One per machine	_____(Y/N)

7. OTHER REQUIREMENT

a)	The Chief Mechanical and Chief Engineer (MOALF) will inspect machine prior to delivery to the user.	Yes	_____(Y/N)
b)	Firm's Status: (Franchise holder/ Dealer/Agent), attach proof thereof	Specify	_____
c)	Names and locations of dealers/agents where back-up service can be obtained.	Specify	----- ----- ----- -----

FORAGE HARVESTER/SILAGE MAKING MACHINE

Description	Requirements	Tenderer's
a) Type		
Source of Power	Tractor operated forage harvester	
Cutting width	Specify	
b) Performance		
PTO speed	540 rpm	
PTO power required,	45-60 hp	
Cut size	2-40mm.	
Number of cutting blades	10-20	
No of gathering drums /Auger	Specify	
Field Capacity	15-25 ton/hr	
Control chimney and routing plate	Specify	
c) Dimensions		
Weight empty	600-1500 kg	
Total width	Specify	
Height	Specify	
Length	Specify	
d) Other requirements		
Chief Engineer (Agriculture) will inspect machine prior to delivery to the user.		
Names and locations of dealers/agents where back-up service can be obtained.	Specify	
e) Manuals		
All literature in English Language; Repair manual/CD to be supplied; Parts catalogue/CD to be supplied; Operators handbook and service schedule to be supplied		
f) Warranty		
Each machine to carry manufacturers statement of warranty; Warranty, minimum time	12 Months	

7.0 Evaluation & Award Criteria

Since this is a term contract, the Procuring entity will evaluate and award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive as detailed herein, provided further that the tenderer is determined to be technically qualified to perform the contract satisfactorily. 1.1. Preliminary evaluation of tenders shall be done on the basis of the following criteria.

Whether or not: -

- a) The tender has been submitted in the required format.
 - b) The tender security submitted is in the required form, amount and validity period.
 - c) The tender form has been signed by the person lawfully authorized to do so.
 - d) Where hard copies are involved, the required numbers of copies of the tender have been submitted.
 - e) The tender is valid for the period required.
 - f) All required documents and information (Brochures) have been submitted.
 - g) Samples have been submitted accordingly.
 - h) Duly signed Statement/Certificate of Compliance (relevant)
- 1.2. Upon completion of Preliminary Evaluation, Technical Evaluation shall then be done by subjecting the samples to tests using approved standards for each item offered.
- 1.3. Non-conforming tenders will be rejected at this stage and only technically compliant tenders will be subjected to financial evaluation.

7.2 Stage 1: Preliminary (mandatory) Evaluation

Table 3: Tender Evaluation Sheet – Preliminary (Mandatory requirements)

Tenderer: XYZ Ltd.	Assessor:	
Quality Criteria (Example only)	Availability (Yes/No)	Remarks
The tender has been submitted in the required format		
The tender security submitted is in the required form, amount and validity period		
The tender form has been signed by the person lawfully		
The tender is valid for the period required		
All required documents and information (Brochures) have been submitted		

a.	KRA registration PIN with Tax Compliance certificate	
b.	Single business permit	
c.	Filled confidential business questionnaire	
d.	Certificate from National Treasury	
e.	Physical address and reliable communication	

f.	Copy of the Certificate of Incorporation or Certificate of Registration of Business Name		
g.	Duly signed Statement/Certificate of Compliance		
h.	Brochure or sample as expressly specified		
j.	Manufacturer's authorization (where applicable)		

7.2.1 Upon completion of Preliminary Evaluation, Technical Evaluation shall then be done by comparing each tender to the technical requirements in the tender document as below:

- (i) Technical compliance
- (ii) Spare parts availability
- (iii) Workshop facilities and after sales service
- (iv) Performance rating
- (v) Manufacturer's warranty
- (vi) Concurrence with machinery standardisation
- (vii) Dealership
- (viii) Environmental compatibility

7.3 Nonconforming tenders will be rejected at this stage and only technically compliant tenders will be subjected to financial evaluation that shall be presentation of the following:

- I.) Bid Bond
- ii) Six Month Bank Statement preceding the date of tender opening
- iii) Audited Account for the last three years.

- iv) Past performance for period of five years
- v) Letter of credit facilitation from the bidders Bank

7.4 TENDERERS ARE ADVISED TO QUOTE THEIR BID PRICES IN THE ORIGINAL PRICE SCHEDULE PROVIDED IN THIS TENDER DOCUMENT. INTRODUCTION OF A PRICE SCHEDULE DIFFERENT FROM THE ONE PROVIDED IN THIS DOCUMENT IN SECTION (VI) WILL LEAD TO DISQUALIFICATION.

7.5 The tenderer will be required to submit the following evidence as prove of qualifications to perform the contract if its tender is accepted:

a.) In the case of a tenderer offering to supply good under the contract that the bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) satisfactory evidence that the bidder,

- i) Has manufactured and marketed the offered goods for two (2) years and similar goods for at least 5 years.
- ii) Has demonstrated compliance with the relevant quality standards.

In addition to (i) & (ii) above the tenderer shall also submit the following information:

- iii) Copies of its audited financial statements
- iv) Details of on-site quality control facilities and services and range of tests conducted.

b.) In the case of a bidder offering to supply goods under the contract that the bidder does not manufacture, satisfactory evidence that the bidder:

- i) has been duly authorized by the manufacturer(s) of the goods that meets the criteria under (a) above to supply the goods in the purchaser's country and
- ii) Has marketed the offered goods in this country.

In addition to (i) & (ii) above the tenderer shall also submit the following information:

- iii) List of major supply contracts concerning goods mentioned above.
- iv) Copies of its audited financial statements.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

8.1 Form of TENDER - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

Confidential Business Questionnaire

8.2 Form - This form must be completed by the tenderer and submitted with the tender documents.

8.3 Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

8.4 Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

Performance Security

8.5 Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

8.6 Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

Manufacturers Authorization

8.7 Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.8 Letter of Notification of Award - This form will be used by the procuring to notify the successful tenderers after contract award. Both the successful and unsuccessful tenderer shall be notified of the results of contract award at same time.

8.1 - FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot
 No..... Street/Road

Postal Address Tel Fax E mail
 No.

Nature of Business
 ;.....

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full
 Age

Nationality Country of origin

Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1
.....

2

 3

 4

Part 2 (c) – Registered Company

Private or Public

.....

State the nominal and issued capital of company-

Nominal Kshs.

.....

Issued Kshs.

.....

Given details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1
2
.
3
.
4
.
5

Date

.....

Signature of Candidate

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 - TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of[name and/or description of the equipment]
(hereinafter called “the Tender”) KNOW ALL PEOPLE
by these presents that WE of
..... having our registered office at (hereinafter called “the Bank”), are bound unto [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____
_____ 20_____ .

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

8.4 - CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between
..... [name of Procurement entity] of [country of Procurement entity] (hereinafter
called “the Procuring entity) of the one part and [name of tenderer] of
..... [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by
the tenderer for the supply of those goods in the sum of [contract price
in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 - PERFORMANCE SECURITY FORM

To
[Name of procuring entity]

WHEREAS [name of tenderer] (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [Reference number of the contract] dated _____ 20_____ to supply [Description of goods] (Hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 - BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To

[Name of Procuring entity]

[Name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, *[name and address of tenderer]* (hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding *[amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

Date]

8.7 - MANUFACTURER'S AUTHORIZATION FORM

T [name of the Procuring entity]
o

WHEREAS[name of the manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [Name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [Reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.8 - LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER